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11 *Attorneys for Plaintiff/Counterdefendant, Deutsche Bank National Trust Company, as*
12 *Indenture Trustee for American Home Mortgage Investment Trust 2007-1, Mortgage-Backed*
13 *Notes and Grantor Trust Certificates, Series 2007-1*

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 DEUTSCHE BANK NATIONAL TRUST
12 COMPANY AS INDENTURE TRUSTEE FOR
13 AMERICAN HOME MORTGAGE
14 INVESTMENT TRUST 2007-1, MORTGAGE-
15 BACKED NOTES AND GRANTOR TRUST
16 CERTIFICATES, SERIES 2007-1,

17 Plaintiff,

18 v.

19 RUBY RED INVESTMENTS, LLC, SERIES
20 K, a Nevada Limited Liability Corporation;
21 HIGH SIERRA RANCH HOMES OWNERS'
22 ASSOCIATION, a Nevada nonprofit
23 corporation;,
24

25 Defendants.

26

RUBY RED INVESTMENTS, LLC, SERIES
27 K, a Nevada Limited Liability Corporation,
28

Counterclaimant,

vs.

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS INDENTURE TRUSTEE FOR
AMERICAN HOME MORTGAGE

Case No.: 3:16-cv-00704-MMD-VPC

**STIPULATION AND ORDER OF
DISMISSAL**

1 INVESTMENT TRUST 2007-1, MORTGAGE-
2 BACKED NOTES AND GRANTOR TRUST
3 CERTIFICATES, SERIES 2007-1,

4 Counterdefendant.

5 Plaintiff/Counterdefendant, Deutsche Bank National Trust Company, as Indenture
6 Trustee for American Home Mortgage Investment Trust 2007-1, Mortgage-Backed Notes and
7 Grantor Trust Certificates, Series 2007-1 ("Deutsche Bank"), Defendant/Counterclaimant Ruby
8 Red Investments, LLC, Series K ("Ruby Red"), and Defendant, High Sierra Ranch Homes
9 Owners Association (hereinafter "HOA"), by and through their attorneys of record,, by and
10 through their undersigned attorneys hereby stipulate and agree as follows:

11 WHEREAS:

12 1. The real property which is the subject of this case is commonly known as 12303
13 Green Mountain Street, Reno, Nevada 89506, APN No. 086-471-57 ("Property") and is part of
14 the High Sierra Ranch Homes Owners Association ("HOA");

15 2. Deutsche Bank is the holder of a first Deed of Trust securing a loan in the
16 amount of \$181,440.00 made on or about February 2, 2007 ("Note"), by Valerie R. Branca
17 ("Borrower") and recorded on February 7, 2007, in the Official Records of Washoe County,
18 Nevada as Document Number 3495907 ("Deed of Trust");

19 3. On March 14, 2013, a Notice of Default and Election to Sell was recorded
20 against the Property by Law Office of David E. Adkins ("HOA Trustee"), as agent for HOA;

21 4. On December 23, 2013, a Notice of Homeowners Association Sale was recorded
22 against the Property by HOA Trustee, as agent for HOA;

23 5. HOA Trustee sold the Property on behalf of HOA on January 20, 2014 ("HOA
24 Sale") to Ruby Red by Foreclosure Deed Upon Sale recorded as Document Number 4321171 in
25 the official records of the Washoe County Recorder;

26 6. On December 6, 2016, Deutsche Bank filed a Complaint for Quiet Title against
27 Ruby Red and HOA in Case Number 3:16-cv-00704-MMD-VPC ("Deutsche Bank Action");

28 7. On January 9, 2017, Ruby Red filed an Answer to Deutsche Bank's Complaint

1 for Quiet Title and a Counterclaim for Quiet Title and Wrongful Foreclosure against Deutsche
2 Bank;

3 8. The undersigned Parties have now come to a resolution regarding their
4 respective claims and interest in the Property;

5 9. The undersigned Parties have, or will, execute a settlement agreement, the terms
6 of which are confidential, but under which Deutsche Bank agrees to relinquish its right, title
7 and interest in the Property for agreed-upon consideration;

8 10. All other claims asserted by or against any of the undersigned Parties hereto shall
9 be dismissed with prejudice;

10 11. Nothing in this Stipulation should be construed as intended to benefit any other
11 party not identified as the undersigned Parties hereto, and in particular, shall not constitute a
12 waiver or relinquishment of any claims by Deutsche Bank against the Borrower; and

13 12. Each Party shall bear its own fees and costs incurred in this litigation and
14 settlement.

15 **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against Ruby
16 Red and HOA in Deutsche Bank's December 6, 2016 Complaint shall be dismissed with
17 prejudice;

18 **IT IS FURTHER STIPULATED AND AGREED** that claims asserted against
19 Deutsche Bank in Ruby Red's January 9, 2017 Counterclaim shall be dismissed with
20 prejudice.

21 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
22 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
23 Parties.

24 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
25 no way intended to impair the rights of Deutsche Bank (or any of its authorized agents,
26 investors, affiliates, predecessors, successors, and assigns) to pursue any and all remedies
27 against the Borrower, as defined in the Note, that Deutsche Bank (or any of its authorized
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servicers, agents, investors, affiliates, predecessors, successors, and assigns) may have relating to the Note, including the right to sue the Borrower for any deficiency.

IT IS FURTHER STIPULATED AND AGREED that the settlement entered into by and between the undersigned Parties has been entered into in good faith, pursuant to NRS 17.245 and applicable case law, and any and all claims, counterclaims and third-party claims for contribution or equitable/implied indemnity of any party, person or entity against Ruby Red and/or Deutsche Bank, whether compulsory or permissive, whether asserted or not, whether legal or equitable, related in any way to the claims asserted in the case at bar, shall be forever discharged and barred, with prejudice; and

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1 **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own
2 attorney's fees and costs incurred in this litigation and settlement.

3 **IT IS SO STIPULATED.**

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5 Dated this 17th day of May, 2018.

 Dated this 17th day of May, 2018.

6 WRIGHT, FINLAY & ZAK, LLP

7 /s/ Krista J. Nielson

/s/ David E. Adkins

8 Christina V. Miller, Esq.
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15 Deutsche Bank National Trust Company, as
16 Indenture Trustee for American Home
17 Mortgage Investment Trust 2007-1,
18 Mortgage-Backed Notes and Grantor Trust
19 Certificates, Series 2007-1

 David E. Adkins, Esq.
 611 Sierra Rose Drive, Suite B
 Reno, NV 89511
 Attorney for Ruby Red Investments, LLC,
 Series K and High Sierra Ranch Homes
 Owners' Association

17 IT IS SO ORDERED:

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20 UNITED STATES DISTRICT JUDGE

21 DATED: June 4, 2018